# EXHIBIT 3f

### تأسيس Jk, MEMORANDUM OF ASSOCIATION

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Pursuant to the federal Law No (2) for the year 2015 concerning the Commercial Company Act

This memorandum of association was concluded on this day corresponding to ..../ /2019

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بين كل من:

By and between:

1-Mr. ALI GHULAM SALEM HASSAN ALBLOOSHI.

Nationality: U.A.E.

ID card No: 784-1982-8475209-8

Date of Birth: 01/02/1982

Mobil e No. 0527739787

Addr ess: Dub a i, United Arab Emir ates

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(Hereinafter referred to as "the First Party")

2- Mr. MD RAYEES KADAIKAR ABDUR RAHMAN KADAIKAR.

Nationality: India

Passport No: N2754079

Date of Bir th: 07/06/1987

Mobilk No. 0581128588

Address: Dub ai, United Arab Emirates.

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Assembly Laborator

N2754079:r>-

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07/06/1987:.l

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(Hereinafter refe

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nd Party")

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#### Prea mble:

All parties agreed under this MOA by their own legal capacity to establish a limited liability company in the Emirate of Dubai, Pursuant to the provisions of the federal law No.(1') of 2015 concerning the commercial companies act and under the following conditions:

#### **ARTICLE (1): DEFINITIONS:**

- 1. "The Company" shall mean the company formed pursuant to this Memorandum.
- 2. "The Commercial Register" shall mean the commercial register of the Emirate of Dubai.
- 3. "The Commercial Companies Law" shall mean Federal Law No. 2 of 2015. Concerning commercial companies and its amendments.
- **4.** "Director/s" means the Director or Directors of the Company appointed pursuant to this Memorandum.
- 5. :.The Department of Economic Development "shall mean the Department of Economic Development in the Emirate of Dubai.
- 6. "The Ministry" shall mean the Ministry of Economy and Commerce.
- 7. "The Partner(s)" shall mean the parties to this Memorandum and any person or legal entity becoming holder of a share in the share capital in accordance with the terms of this Mem0randum.

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Y "السجل التجاري" تعني السجل التجاري التابع لإمارة  $r_r$ -J

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#### **Article No. (2): Name of the Company:**

المادة (٢): اسم الشركة:



# Article No. (3): Head Office of the Company:

The head office of the Company shall be in the Emirate of Dubai, It shall be permissible for the Company to establish branches, offices or agencies in the United Arab Emirates or abroad.

#### ArticleNo. (4): Objects of the Company:

The Objects of the Company shall be:

#### - General Trading

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Including all activitie related to these objects or ancillary thereof. The Company may not carry out the business of insurance, banking, or investment of funds for third parties.

#### **Article No. (5): Term of the Company:**

A. The term of the company shall be 25 Gregorian years.

B. The Company's term shall commence upon registration of the company in the commercial register. Such period may be extended or shortened by a resolution by the General Assembly if is such action 1s required for the company's objects.

C. The Company's term shall be renewable automat ically for equiva le nt success ive periods unless otherwise any Partner notified the other one &bo ut his desire not to renew the MOA 3 months prior to the expiration of the Company's Term. Such notice shall be a written legal one serviced to the other partners.

#### **Article No. (6): Capital of the Company:**

A. The capital of the Company is AED 300,000/-(AED Three Hundred Thousand only) divided into 300 shares, the value of each share is AED 1,000/-. All shares are cash shares and shall be distributed among the partners as follows:

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#### تجارة عامة

#### أ- مدة الشركة هي ٢٥ سنوات ميلادية.

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#### <u>: >4-l</u>l <u>Jl.A(.)";) :(i)</u> **oJl..J**\



Pa rtne r	Shares	Value/ Ohs.	%
First Parly	153	153,000	51%
Secon <l party<="" td=""><td>147</td><td>147 ,000</td><td>49%</td></l>	147	147 ,000	49%
Total	300	300,000	100%

B. The Partners declares that the value of the cash shares has been paid in full and has been deposited in the comp ny's bank account.

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المادة (٧): التنازل عن الحصص:

#### **Article No. (7): Transfer of Shares:**

- Any partner may assign its share in the company or lien the same to any other partner or to a third party under official documented instrument. An assignment or lien shall only be deemed a plea towards the company or third parties from the date of registration in the commercial register. The comp y may not refuse to register an assignment or lien in the record unless otherwise such assignment or lien is in contradiction with the Memorandum of Association or the provtslons of the Commercial Companies Law.
- If a partner intends to assign its share to a non-partner in the company, with or without consideration, he shall notify the other partners through the company's director, of the Assignee or purchaser name, and the terms of assignment or sale, and the Director shall notify the partners as soon as the notification is received by him.
- Each partner may require to redeem the share within thirty (30) days of notification by the Director for the price agreed upon, and in the case of disagreement on the value of the share, the share shall be evaluated through one or more of technical and

DUBAI COURT

عليه، وفي حالة الاختلاف على القيمة تقدير الحصة من خلال واحد أو أكثر من الخيراء ذوي

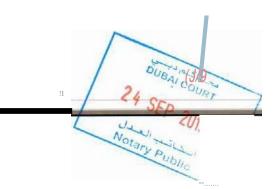
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financia 1 experts related to the issue of share to be selected by the competent authority at the : le quest of the redemption applicant student and at his expense.

- If more than one partner used their right of redemption, the share or shares shall be divided on them on the basis of the proportion of shareholding in the share capito), taking into account the provisions of Article (76) of the Commercial Companies Law. If at the expiry of the said period no one used the redempt ion right, the said partner shall be free to dispose of its share.
- In all cases, such assignment should not result in decline in the share of local partners in the capital to less than 51% of the total shareholding, or a decline in the number of partner into less than two nor an increase into more than (50) fifty partner, it shall be null and void any assignment of the ownership of any share of a partne if the same would lead to a breach of the determined proportion in accordance with Sections (I, 2) of Article (IO) of the Commercial Companies Law.
- Death or withdrawal of any partner from the Company or the issuance of a judgmen t of his interdiction or if declared bankrupt or insolvent, should not result in dissolution of the company, the share of each partner shall devolve to his heirs, a devisee shall be regarded as a heir.

#### Article No. (8): Register of Partners:

The Company shall keep a register of the Partners in its Head Office, and it shall include the following information:



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A. The Partners' names, surnames, domiciles , addresses, nationalities, professions, and number and values of shares owned by each one;

B. the details of all transactions carried out with regard to his shares along with the dates thereof.

C. The Company's Managing Director shall provide both the Ministry and Department of Economic Development in January of each year with the particulars recorded in the Register referred to above and the amendments thereto. The Managing Director shall be responsible for maintaining the Regis.'-ter and for the accuracy of its contents; the Partners and any interested party shall have the right to access such Register.

# Article No. (9): Management of the Company:

A. The Partners agreed that

## Mr. MD RAYEES KADAIKAR ABDUR RAHMAN KADAIKAR.

Nationa lity: India

Passport No: N2754079 Date of Birth: 07/06/1987 Mobile No. 0581128588

Address: Dubai, United Arab Emirat es.

Will be the Managing Director of the company: -

"Hereinafter referred to as the "M ana g ing Dire"tor"

**B.** The Managing Director shall be appointed for duration of the Company which is automatically renewab le for similar period with effect from the date of registration of the Company in the Commercial Register. The Company may reappoint the Managing Director upon expiry of her appointment period as well as the Company may dismiss the Managing Director in accordance with Commerci Companies Law and its

#### المادة (٩): إدارة الشركة

أ اتفق الشركاء على ان يكون

مديرا اداريا للشركة :-

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s ubsequent amendments and upon a decision taken by majority of the Partners at General Assembly. The Managing Director will enjoy all the necessary executive powers of the company in all respects, including all managerial, financial, commercial matters and to conduct all the necessary acts required for oLjectives of the Company.

## C. The Managing Director shall have the following powers

To sign and represent singly on behalf of

the company on all the documents related to the Company for fulfilling objectives of the Company at all levels including but not limited to all the Government and semi-Government Departments Ministries. all Companies, Establishments, Federal and Local Government Department, Police, Road & Transport Authority, Rent Committee, Dubai Municipality, Land Departments and Planning Departments, Courts, Arbitration, Notary Public, public prosecution, Airport Seaports, Customs, General Directorate of Civil Defense, Department of Tourism & Commerce Marketing Dubai Maritime Authority, Smart Dubai Government, Land Department, Real Estate Regulatory Agency, Awqaf and Minors Affairs Foundation, Dubai Trade, Dubai Export Development Corporation , Dubai Airport Free Zone Authority , Dubai Statistic Center, Dubai Civil Aviation Authority, Knowledge and Human Development Authority, Municipalities, Etisalat & Du Corporations, Dubai Electricity & Water Authority, Ejari, Trakhees Depa rtments, Dubai Industrial Park, Dubai Industrial City , Du Health Care City , Dubai

Notary Public

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#### ج- تشمل صالحيات المدير الإداري ما يلي:

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International Financial Center, Dubai Multi Commodities Centre, Dubai Techno Park, Dubai Technology and Media Free Zone , Dubai Creative Clusters Authority, Dubai International Arbitration Centre , Department of Economic Development and Dubai Chamber, Ministry of Economy, Ministry of Finance, Central Bank of United Arab Emirates, Ministry of Human Resources & Emiratisation, General Directorate of Residency & Foreigners Affairs, Post Offices, Embassies, Consulates, Mini try of foreign Affairs International Cooperation, Ministry of Culture and Knowledge Development, Ministry of Health & Prevention, Ministry of Community Development, Ministry of Climate Change Environment, Ministry of Infrastructure Development, All Free Zone Authorities of the United Arab Emirates and other official or non-official organization of the United Arab Emirates.

To open and close bank account or accounts in the name of the Company (Local / Overseas) and to operate, manage such accounts by withdrawing and depositing monies and to issue cheques book, sign, endorse, accept and pay its value. E- banking Documents in the name of the Company and to transfer the salaries of workers and employees to the banks; to make all other banking transactions.

To pledge, Charge, Assign, mortgage or otherwise transfer, hypothecate or deliver as security any of the Company's movable or immovable property.

OUBAI COURT

رهن اي من الممتلكات المنقولة أو غير المنقولة للشركة او أرتهانها أو التنازل عنها أو نقلها أو تكبيلها بالقيود او تسليمها باي صورة أخرى كضمان.

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To file complaints, to follow and assign the same after receiving their values; to appoint lawy rs in order to represent the Company in any case whether filed by or against the Company in litigation with any third party before courts of the UAE. The Managing Director may represent the Company before Police Stations and -P ublic Prosecution; to attend investigations and submit affidavits and statements; submit legal claims and follow the procedures till the final stages before all courts of different types and degrees in the UAE including Court of First Instance, Appeal Court, and Cassation Court, and to take aJI litigation and defense actions. The Managing Director may deliver and memorandums, receive pleadings, documents, pleas, warnings, experts' reports, declarations and summons; to attend before all investigation and execution departments in addition to the Notary Public and all officiaJ dep artments and national and foreign authorities in the UAE; to adduce, approve or object on the evidences submitted by other litigants, enter any lawsuit in her capacity as plaintiff or defendant or joint litigant in respect of cases concerning company rights and interests; to request for introducing third parties and file counter cases; to receive judgments in absentia and submit objections and take all necessary actions for appeal and protests regarding all judgments, decisions, and orders through appeal and cassation and to waive judgments fully or partially; and to waive any method of appeal; to sign settlement agreements as per her opinion, say and act; to approve the claimed rights, and assign the same; to pay amounts in behalf of the company; to submit real offers and accept the same; to apply for photocopies of judgaients and execute the same; to apply for executive attachments; to sell confiscated items and apply for imprisonment; to submit execution grievance; to apply for provisional

DUBAI COURT

Notary Public

فتح البلاغات ومتابعتها والتنازل عنها بعد استيفاء ;i.s". •.11  $_{WC}^{\bullet}$  4-i.l.ull.i ... -- \1  $_{L\!J:I\!-\!A}^{\bullet}b..JI$  . I.e"  $_{J\!J}$  I......• 1.\$1 e;,0 1,, 1.4> ) 4-c\_.,s->" .1 1.\$1 i.; rL.1 1 0 | )  $"i.l'/ \quad w \quad I \qquad \quad .J \qquad \quad J....WI \quad ul,, \ \ , ul \quad J...by!JI$ 4-,IIIh.JI\_, t..JI .J, l..c! o b ls)'l,, rL.cl 1 4h 1;... 1+,1 1 *i.*; 1., u1:, ;.w..J\ y.ll wl,l..c'/1 J..l.J.l Ji. b rSb..JI ) .J ul:i!.u.1\_, b::i-!l 4,..).1.J | u l 't lb ll\_, lul lw1 1  $_{\rm lj}$   $?\mu.I$ ....il....l..c::J"Jl\_, wl l\_, w J;S'i.J I  $\it r)ti....l$ \_, J w '!1., y )-.J wl,1 'i1,wl,1)11, rLcl V = 3 V = 4 y!.,.lll J **J,wl y l\_,** | yi\_,.l ) \,,i.c.l.4 .l **1.\$\ i.;** Ji. .iill .J - 1 l wl.c..!!l ) ½k. .1.4 J.114:..JI 27,007...!!\ L U\ \sigma\_7,001.1 Jb...!\ I .....!lb ...11 wl...a Lt.JI  $\sqrt{\frac{1}{2}} \int J_{...}u du du r K \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du du r K \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du du r K \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du du r k \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du r k \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du r k \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du r k \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du r k \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du r k \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du r k \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du r k \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du r k \cdot ... \cdot r l e^{\frac{1}{2}} e^{\frac{1}{2}} \int J_{...}u du r l e^{\frac{1}{2}} \int J_{...}u$ I .JI v.faJl J fall :IJ · .J (.)"L..:-.I u t.m..."JI fa y, I..J\rl., ...il,).jll..J r K:...\' I  $--\text{U} \cdot \underbrace{-\text{U}_{\text{min}}}_{\text{min}} \underbrace{-\text{Cl}_{\text{min}}}_{\text{min}} \underbrace{-\text{U}_{\text{r}}}_{\text{min}} \underbrace{-\text{U}_{\text{r}}}_{\text{l}} \underbrace{\text{Jij}}_{\text{l},r,"-} \underbrace{\text{J}}_{\text{l}} \underbrace{-\text{K:...}}_{\text{rl}} \text{rl}$  $4,\!,\!ii) \hspace{0.1cm} \text{lii.J Jjl.r:J} \hspace{1.5cm} \hspace{0.1cm} \text{l\_,} \hspace{0.1cm} {}^{1}\!\!/_{2}..,\!..:\!\!\text{JI} \hspace{0.1cm} \text{c-19..,} :\!\!\text{ill\_,}$ .J .J,:19.J I yJ1 .li:i.J 4-Sy' ::JI .J t; I I yll:. r.}.J <u>l.A u:i</u>, rK:...)11 ا رال I



attachment and cancel the same.

التحفظي وتثبيته والغائه.

To represent the Company before all courts and quasi - Judicial Authorities in the United Arab Emirates either as a defendant or as a plaintiff with full authority to appoint any advocate or legal counsel in the United Arab Emirates for the purpose of protecting the interests of the Company and to revoke such appointment.

To make, sign and file all applications, petitions, letters and/or documents that may be required to be submitted to such departments or offices for any requisite purpose including for issue and/or renewal of all or any licenses, permissions and consents required by law in connection with or for propose of carrying on business of the Company, and for purpose of obtaining, renewing, extending and / or cancelling visas, entry permits and/or work permits, Good Conduct Certificates, Police Clearance Certificates of employees or other personnel for the Company ,and to review and follow up consulates and embassies and sign on their behalf as also for issuance and renewal of tr2J1sit and visit visas for such persons as the Managers shall consider proper.

She has the right to represent the company before Federal Tax Authority and all other Governmental and Non- governmental, quasi - Governmental and non - government departments in UAE either federal or local for the purpose of Value Added Tax (VAT) registration and operation and she is also authorized to submit all transactions to these said authorities and receive the same , to sign on company's behalf any paper or document related to the Value Added Tax (VAT)

DUBAI COURT

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befor e all competent references and authorities.

To sell, purchase, import and export goods and services related to the Company's activity; to receive any amounts, to issue receipts and discharges; to claim and receive any receivables from *third* parties in favor of the Company.

From time to Time if and when the Managing Director shall think fit to sell, exchange, surrender, give up, mortgage, charge, demise, lease, assign, transfer by any means or dispose of any property belonging to or held by the company for such consideration and subject to such terms and covenants exceptions reservations and restriction as the managing director / directors shall think of fit to transfer, release or o:herwise deal with any mortgage or securities.

To Purchase, take on, lease, grant third party rights in, sell, transfer or otherwise acquire, hold, dispose of or deal in any movable or immovable property or other assets (or any rights, title or interest in the same) of the company.

To conclude contracts with the landlord of the property inside which the company is located; to sign lease contracts and legal papers, to pay the rent; to renew or terminate lease contracts or conclude new contracts; to apply for permits; to pay water, electricity, and phone bills; to finalize all necessary official procedures; to submit and receive appli9ations; to withdraw forms prepared for this purpose, fill and sign the same; to receive issued licenses; to declare the Company and register the same in the commercial register and chamber of commerce & industry, to registration of establishment and pay applicable fees; to

عن الشركة ، أمام كافة السلطات والمراجع المختصة.

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sign necessary contracts and documents and final e all procedures in this respect.

#### وإنهاء جميع الإجراءات في هذا الخصوص.

To sign on the applications of the Ministry of Labor (Ministry of Human Resources & Emiratisation) and issue powers of attorney and undertakings for himself or for others; to issue. Esta blishment Card from General Director of Residency & Foreigners Affairs and sign the same; to apply for visas for employees and sign the same; to submit transactions and receive the same; to withdraw forms prepared for this purpose and sign the same; to pay the applicable fees and receive the remaining balance of the same.

The Managing Director shall have the right to claim, register complaints before Police Stations, Court, Rent Committee or any other government authoritie s in connection with non-payment of dues, returned /bounced cheques from bank due to insufficient funds in the account or for any reason whatsoever and to compromise, settle, release, withdraw or cancel cases before Police Stations, court, Rent committee or any other government authd-rities of the United Arab Emirates or to receive money in part or full against such claims through above departments or from the parties on behalf of the Company

To appoint the Establishment's employees and workers; to conclude employment contracts with them, to define their salaries and pay the same, to supervise their work, and to terminate their services, and make all administrative actions without limitation.

To open any branch or franchise or subsidiary firms of the Company and/or warehouses in all ountries including free

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DUBAI COURT

24 SEP 2019

Notary Public

zones and to sign any applications, form, request, report, minutes, Contracts or Memorandum of Association and its amendments in the connection the same before any competent authority or Notary Public in the united Arab Emirates in the name and on behalf of the Company.

To sell, transfer, buy and register cars, trucks and equipment in the company's name and issue insurance policies in this respect; to clear and execute transactions and receive impounded cars and trucks any authority; to issue ownership certificates and renew the same. She may dispose such items by selling to otp.ers and receive the price thereof: to transfer the ownership whether to himself or to others, and sign sale and assignment contracts. She shall have the right to cancel the cars and trucks owned by the company, to provide maintenance and repairing for cars and trucks owned by the company; to export , issue insurance policies and renew the same and to finalize customs procedures and issue discharges, to export and pay fees, fines, and execute all transactions in this regard, She will represent the company before Roads & Transport Authority (RTA ) and AU Traffic Departments in UAE and to authorize drivers to drive vehicles and dismiss the same.

To buy, Sell and register phone number or vehicle plate number or post box number and to di pose of the Company's numbers that the Company bought by all kinds of disposition through sale and transfer of the same also to withdraw forms and sign the same and pay any applicable fees and receive the remaining balance and take all necessary procedures in this respect.

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remuneration; to pay debts and collect rights, debts commissions and due indemnities; to register trademarks with Ministry of Economy and follow-up procedures and inquire about the same; to submit, sign and receive applications.

To buy, sell, lease, mortgage and redemption of any real properties in the name of the Company in the UAE; to agree on the suital le price and pay the same; to sign contr cts in this respect and authenticate the same. To transfer the ownership of properties to the name of the Company; to receive title deeds and plans; to take all necessary actions in respect of receiving and registering of any real property in Lands Department of Dubai in the name of the Company.

To execute agreements, contracts or any document in the name and on behalf of the Company;

To sign all tenders, contracts, documents or receipts of financial or commercial nat ure on behalf of the company

To pfy rents, fees, penalties, bills, and prices of the goods related to the Company and to receive the remaining balances.

To authorize and sanction all vouchers for books of account and payment of all expenses.

The Managing Director shall draw up regulations relating to the administrative and financial matters well as employee affairs

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ومستحقاتهم.

The Managing Director may delegate third parties in all or any of the said powers.

ولها حق توكيل الغير في كل ما ذكر أو بعضه.

D. Subject to the provisions of Article No. 84 of commercial company's Act.

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#### **Article No. (10): Financial Management:**

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The Company's Managing Director shall prepare the Company's balance sheet and profit and loss account. He shall also prepare an annual report of the Company's activities, its financial position and the proposals for the distribution of profits, and all the above should be completed within three months from the end of the Company's financial year. The balance sheet and related documents shall be submitted to the General Assembly for approval.

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#### **Article No. (11): The Financial Year:**

The Company's financial year shall start on I st January and end on the 31. December every year with the exception of the first financial year which shall start on the date of registering the company in the Commercial Register, provided that it shall not exceed (18) months and not become less than (6) months, by virtue of Article No. 28 of the federal la w No. (2) of 2015 concerning Commercial Companies.

### المادة (١٢): توزيع الأرباح والخسائر:

Profits and losses shall be distributed after the eduction of expenses and costs as follows:

**Article No. (12): Profitsand Losses:** 

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A. The Company shall allocate 10% of its profits every year to create a statutory reserve. This deduction may be discontinued when the statutory reserve reaches half of the capital. The General Assembly may

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allocate any other statutory reserves.

B. The net profits shall be distributed among the partners as follows:

Name of Partner	Percentage %
First Party	20%
Sec&od Party	80%
Total	100%

C. A partners shall be responsible only within as per his share percentage in the share capital.

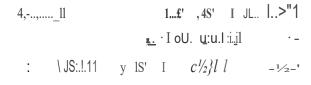
#### Article No. (13): The Auditor:

The limited liability company shall have one or more auditors appointed by the General Assembly every year, except for the provisions of Article No. 244 of this law. Auditors of LLC companies shall be subject to the same conditions governing the auditors of Public Joint Stock Companies. "the competent authority" shall replace "the body" wherever mentioned.

#### Article No. (14): The General Meeting:

A. The Company shall have a General Assembly composed of all of the Partners. The General Assembly shall be convened in the Emirate of Dubai upon the invitation of the General Manager at least once a year during the four months following the end of financial year. The Managing Director must call the General Assembly to hold its meeting if so required by a number of Partners holding at least 25% of the share capital.

B. Invitations to attend the General Assembly shall be served by registered letters or any other means of communicat ion referred to in the MOA, at least fifteen days prior to the date of meeting or within a shorter period to be agreed upo by the partners. The invitations must inclu e tti ticulars of the agenda and



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the place, date and time of the meeting.

- C. Partners shall have the right to attend the General Assembly irrespective of the number of their shares. Each Partner shall have a number of votes equal to the number of shares he owns or represents.
- D. The General Assembly of the LLC company, in its annual meeting, shall review and make decisions in the following matters:
- 1- The Directors' report about the Company's activities and its financial position during the lap sed fiscal year, the auditor's report and the Board of S1Jpe rvision's report.
- 2- The balance sheet and the account of profit and loss and attesting the same.
- 3- The profit to be distributed among the Partners.
- 4- Appointing the Manager(s) and determine his/her/their remunerations.
- 5- Appointing members of the Board of Directors, if any.
- 6- Appointing members of the Board of Supervision, if any.
- 7- Appointing members of the Internal Sharia Audit Committee and the Sharia Auditor, in case the Company was exercising its activities according to Islamic Sharia provisions.
- 8- Appointing one or more account auditor and determining their remunerations.
- 9- Any other matter within its competence a&ording to the provisions of this act or MOA.
- E) A general assembly shall only be valid in the presence of one or more partners holding at least 75% of the shares in the capital of the company. If this quorum is not available, the partners should be called for a second meeting to be held within the next (14) days after the first meeting, providing that attendance ratio <u>be</u> not less than (50%)

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معيين مدقق الحسابات أو أكثر وتحديد مكافآتهم.

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of the capital. If such quorum is not available the partners should be called to a third meeting after the expiration of thirty days from the date of the second meeting and shall be valid regardless the number of attendees.

Resolutions of a General Assembly shall only be valid if passed by a majority of 75 % of the shares held by partners present and represented at the meeting.

F. The General manager shall not have the right to vote on decisions relating to the discharge from his duties of the management G. Minutes adequately summarizing the discussion of the General Meeting should be prepared. The minutes and the resolutions of the General Meeting should be recorded in a special register, signed by the partners and kept at the Company's head office. Any of the Partners may review the register personally or through an attorney. They may also review the Company's balance sheet, profit and loss account and annual report

H. without prejudice to the rights of third parties acting in good faith. Resolution adopted at a General Assembly in violation of the provisions of the Commercial Company Law or this Memorandum shall be void.

Partners shall have the right to attend the General Assembly meetings irrespective of the number of their shares. Each Partner shall have a number of votes equal to the number of shares he owns or represents whether by himself or represented by an Attorney and whether the Attorney was another Partner or Manager or Third Party.

## Article No. 15: Amendment of the Memorandum of Association:

It shall not be permissible to amend this memorandum nor to increase or reduce the capital in the Company unless it is approved by the Number of Partners holding 75% of the capital of the Company in the meeting of

the General Assembly, the increase or reduce percentage shall be in proportion with the partners shares in the company

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unless otherwise mutually agreed between the partner. Also it shall not permissible to increase the obligation of the Partners save by their unanimous consent.

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#### **Article No. {16): Disputes:**

Should any dispute arise between the partners in relation to Company's liquidation or to any article of this Contract shall be settled amicably. In case of disagreement, the dispute shall be referred to Dubai Courts for settlement.

#### Artie.le No. (17): Dissolution of Company:

The Company shall be dissolved for any of the following reasons:

- a. The expiry of the period specified in this Memorandum, unless the Partners agree to renew it;
- b. Fulfillment of the objects for which the Company was established;
- c. Amalgamation of the Company with another company;
- d. The Partners holding 75% of the capital of the Company deciding to terminate duration of the Company;
- e. The depletion of all or most of the assets of the Company making beneficial investment of the remainder of the assets, if any, impracticable;
- f. If the losses of the Company exceed 50% of the capital unless otherwise agreed between the parties re-survival of the company despite of such loss;
- g. Upon the rendering of a decision from the court to dissolve the Company.

# Article No. (18): Liquidation of the Company:

One or more liquidators shall be appointed by the General Assembly and in accordance with the Provisions of the Commercial Law, unless the Partners agree otherwise upon the dissolution of the Company. If the liquidation is by decision of the Court, the Court shall

DUBAI COURT

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determine the manner of the liquidation and shall appoint a liqu idator, and the powers of the Managers shall cease when the liquidator is appointed.

#### Article No. (19): Notices:

Notices sent by the company to the partners shall be in the form of registered recorded delivery letters to the address of each partner as shown in the preamble of this Memorandum, and recorded in the register of Partners.

#### Article No. (20):terms and conditions:

a- The Company shall not have a corporate personality and shall not be allowed to perform its business until it is registered in the Commercial Register; Individuals shall be jointly liable for all acts or transactions performed n behalf of the Company by them priorJo its registration.

b- Matters not provided for m this Memorandum shall be subject to the provisions of the Commercial Company Law and its amendments and the ministerial divisions made in implementation thereof.

c- This Memorandum and any amendments thereto shall be written in Arabic language and notarized by the competent authority, otherwise this Memorandum or amendments shall be void. All amendments to this MOA shall be attached with it.

#### **Article No. (21): Copies:**

This Memorandum has been issued in 3 copies in identical power and effects, one copy to be given to each of the parties to act accordingly, one copy to be kept at the Notary Public for putpose of authentication and one copy for formal procedures.



بينت المحكمة طريقة التصفية وعينت المصفي وتنتهي سلطة المديرين بتعيين المصفي.

#### المادة (١٩): ألتبليغات:

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### المادة (٢١): النسخ:



**FIRST PARTY:** 



**SECOND pARTY:** 

الطرف الثاني:





